

Ana Maria Travé

Owner, TRG International LLC (also known as Pearl & Caviar)

19 Spinnaker Way

Coronado, CA 92118-3265

Phone: 619-952-3543

Email: info@pearlandcaviarumx.com

2025 OCT -7 A 11: 20

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

October 04, 2025

Clerk of the Court

U.S. Bankruptcy Court

District of Delaware

824 North Market Street, 3rd Floor

Wilmington, DE 19801

RE: Objection to Motion to Dismiss Involuntary Bankruptcy Case

Debtor: Sundance Holdings Group LLC

Chapter 7 – Case No. 25-11274 (KBO)

Filed under Docket No. 76

To the Honorable Judge Karen B. Owens:

I am a creditor of Sundance Holdings Group LLC and hereby submit this objection to the Joint Motion to Dismiss the Involuntary Bankruptcy Case, filed on September 22, 2025 (Docket No. 76).

My business is owed \$89,349 by the Debtor for goods delivered and invoiced prior to the assignment. I believe that dismissing this bankruptcy case at this time would be prejudicial to general unsecured creditors such as myself. A Chapter 7 proceeding provides significantly greater transparency, oversight, and protections for creditors compared to the private Assignment for the Benefit of Creditors (ABC) process currently being administered by Corbin Liquidation LLC.

I respectfully request that the Court deny the motion to dismiss and allow this bankruptcy case to proceed so that a court-appointed trustee can investigate and manage the estate in the interests of all creditors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ana Maria Travé', with a horizontal line extending to the left.

Ana Maria Travé

Owner, TRG International LLC (also known as Pearl & Caviar)

CERTIFICATE OF SERVICE

I, Ana Maria Travé, certify that on October 4, 2025, I caused a true and correct copy of the foregoing Objection to the Joint Motion to Dismiss to be served by electronic mail upon counsel of record for the Petitioning Creditors, the Assignee (Corbin Liquidation LLC), and the Senior Secured Creditor, at the email addresses listed in the Notice of Motion, and by mailing the original to the Clerk of the Court, U.S. Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, DE 19801.

Dated: October 4 , 2025



Ana Maria Travé

Owner, TRG International LLC (also known as Pearl & Caviar)

Proof of Claim – Cover Page

This Proof of Claim is submitted in connection with the California Assignment for the Benefit of Creditors (“ABC”) proceeding involving Sundance Holdings Group, LLC. The creditor asserts that the below-listed amount is due and owing for goods sold and delivered to the Assignor prior to the Assignment Date, as supported by the attached invoices, purchase orders, delivery confirmations, and statement of account.

Creditor Name:	TRG INTERNATIONAL LLC / PEARL & CAVIAR
Contact Person:	Ana Maria Trave Yvern, Owner of TRG International LLC
Address:	19 Spinnaker Way , Coronado CA 92118
Email:	info@pearlandcaviarumx.com]
Phone:	+1 619 952 3543
Debtor (Assignor):	Sundance Holdings Group, LLC
Assignee:	Corbin Liquidation LLC
Assignment Date:	June 25, 2025
Case Number (ABC):	2506SUND116
Claim Amount (USD):	\$89,349.00
Claim Type:	General Unsecured Trade
Proof of Claim Deadline:	December 12, 2025

All amounts stated are net of applicable credits and returns. The creditor reserves the right to amend or supplement this claim based on subsequently discovered information or as required by the Assignee or any bankruptcy court having jurisdiction.

Invoice Number	Invoice Date	PO Number	Goods Description	Delivery Date	Delivery Proof (Y/N)	Invoice Amount (USD)	Credits/Returns (USD)	Net Amount Due (USD)
574155	02/02/25		574155 ALONISSOS CROP TOPS	01/17/25	Y	\$ 14,049.00	0 \$	14,049.00
574156	02/02/25		574156 ALONISSOS MAXI SKIRTS	01/17/25	Y	\$ 30,752.00	0 \$	30,752.00
576718	05/08/25		576718 NELIAH MAXI DRESSES	04/10/25	Y	\$ 44,548.00	0 \$	44,548.00
Total						\$ 89,349.00	\$	\$ 89,349.00

Pearl & Caviar**INVOICE**

TRG INTERNATIONAL LLC

INVOICE #:

574155

BILL TO:

SUNDANCE CATALOG
3865 W 2400 S
Salt Lake City, UT 84120
United States
Abby Doll

BRAND INFORMATION:

Contact: Ana Travé
info@pearlandcaviar.com

CUSTOMER ID:

SUNDANCE CATALOG

PO:

574155

PAYMENT TERMS:

TRANSFER

VAT ID:**CARRIER:****SHIP TO:**

Sundance Catalog
2475 South 3200 West
Suite B
Salt Lake City, UT 84120
United States
marketing@sundance.net

STYLE	COLOR	UNITS	AMOUNT (USD)
SZSP1082 ALONISSUS (ROP TOP)	ALONISSUS GREEN	223	14,049.0000
MADE IN:	FAB: Cotton	DEL. WINDOW: 10/1/2025 TO 01/31/2025	

NOTES: PO given by company 574156

TOTAL UNITS	223
SUBTOTAL INCL. PRODUCT DISCOUNTS	14,049.00
DISCOUNT	0.00
TAX/VAT AMOUNT	(0.00%) 0.00
SHIPPING	0.00
TOTAL (USD)	14,049.00
LESS AMOUNT PAID	0.00
AMOUNT DUE	14,049.00

TERMS & CONDITIONS

All sales are subject to availability of merchandise and credit approval from TRG International LLC or its factor.

All goods shall be shipped at the customer's expense unless otherwise specified on this order or authorized by a Pearl & Caviar / TRG International LLC team representative.

Cancellations must be made via email to info@pearlandcaviar.com no less than 45 days before the start delivery period noted on this order to not incur penalty. If order is canceled less than 45 days from the start delivery period then a fee of 50% of the order will be charged.

No returns or swaps accepted without authorization from a TRG International LLC team representative.

Shipping fee will be added to the order before charged.

sundance

July 15, 2024

PO #: 574155

Purchase Order

Vendor #: 15484

PEARL & CAVIAR
19 SPINNAKER WAY
CORONADO, CA 92118

Email: info@pearlandcaviar.com

Phone: 619-952-3543

Fax: 000-000-0000

Ship To: SUNDANCE HOLDINGS GROUP LLC
2475 SOUTH 3200 WEST SUITE B
WEST VALLEY CITY, UT 84119

Remit Invoices to: accountspayable@sundance.net

In DC Date	Shipped Date	Cancel Date	Shipping Terms	Terms	Season	Offer	Buyer
2/10/2025	1/20/2025	1/24/2025		60	SPRING 2 2025	6EH	03

Refer to [Sundance Vendor Guide](#) for packing requirements.

THIS PO IS FOR SPRING 2025

PLEASE SIGN AND EMAIL BACK AS CONFIRMATION OF RECEIPT

**PO TO SHIP NO EARLIER THAN 1/20/25 AND NO LATER THAN

**1/24/25 TO MEET THE 2/10/25 IN DC DATE.

**PEARL&CAVIAR WILL BE RESPONSIBLE FOR EXPEDITED SHIPPING

**CHARGES, LATE FEES, POSSIBLE PO UNIT REDUCTION AND/OR PO

**CANCELLATION IF THE 2/10/25 IN DC DATE IS NOT MET.

Line	Vendor Item #	Description (or PANTONE)	Sundance SKU	Sundance Description	Cost	Qty	Extended Cost
1	S25P1083 XS/S MLT	ALONISSOS CROP TOP	113128-XS/S-MLT	ALONISSOS CROP TOP	\$63.00	71	\$4,473.00
2	S25P1083 S/M MLT	ALONISSOS CROP TOP	113128-S/M-MLT	ALONISSOS CROP TOP	\$63.00	77	\$4,851.00
3	S25P1083 M/L MLT	ALONISSOS CROP TOP	113128-M/L-MLT	ALONISSOS CROP TOP	\$63.00	75	\$4,725.00
Total						223	\$14,049.00

Sundance Authorized Signature: _____

*Juliette Stryker*Date: 7/15/2024

Vendor Acknowledgement: _____

Ana Maria Trave

Date: 7/15/2024

By signing the acknowledgement above, you agree to the following terms and conditions:

Exhibit D - Standard Vendor Agreement**PURCHASE ORDER TERMS OF SALE - Sundance Resale Number Utah - D60188**

General Terms – The Purchase Order is not valid unless mutually signed by an authorized buyer or agent of Sundance and the Vendor. Vendor's commencement of work on the goods is subject to a valid Purchase Order and is limited to the terms of the Purchase Order.

Shipment of Merchandise - Time is of the essence on all Purchase Orders. Merchandise must be shipped according to dates specified on the P.O.. Vendor will notify Sundance immediately if goods specified in a Purchase Order or any part thereof cannot be shipped according to the specified dates. Vendor's failure to ship goods within the specified dates shall constitute default. At Sundance's option, in the event of shipment or receipt of less than the items ordered, or late shipment or shipment after the order has been canceled, Sundance may either reject the shipment or accept and pay for all or a portion of the items received, pro rata based on the unit price of the total items ordered. For late or short shipments, Sundance may also order a faster means of transportation, reducing the purchase order price by the difference between

total items ordered. For late or short shipments, Sundance may also order a faster means of transportation, reducing the purchase order price by the difference between (a) the estimated cost of standard shipping methods and (b) the actual cost of such other faster means of transportation as may then reasonably be chosen by Sundance for transportation of the merchandise so as to permit Sundance to maintain its merchandise schedule. In the event of early shipment, Vendor must receive prior written approval from an authorized Sundance party. It is understood and agreed that, for purposes of this section, each shipment of goods is to be considered separately, and Sundance's right to reject a late shipment shall not be affected by acceptance of prior late shipments from Vendor. Shipment of merchandise shall comply in all respects with Sundance's Vendor Guide, a copy of which has been supplied to the Vendor.

Warranties/Guarantees – Sundance may cancel the Purchase Order in whole or in part if any of the following are found: defect in workmanship or quality of the goods; incorrect packaging or labeling; breach of Vendor's warranties hereunder; delay in delivery; any other breach of Vendor's obligations, or if Vendor makes an unauthorized assignment.

Product Quality: Vendor warrants that all goods and/or services provided: a) shall be of quality workmanship and free from defects, concealed or apparent, in material or workmanship; b) shall conform to all specifications, performance standards, drawings, samples or descriptions provided by Vendor; c) shall be merchantable, suitable, sufficient and safe for purposes for which purchased or apparently intended; d) shall be free from any claim of any third party; e) the goods are not adulterated, misbranded, falsely labeled, advertised, or falsely invoiced within the meaning of any local, state or federal laws and amendments thereof now in force; f) the goods have been labeled, advertised and invoiced in accordance with the requirements (if applicable) of the Wool Products Labeling Act of 1939, the Fur Products Labeling Act and the Textile Fiber Products Identification Act and all other governmental laws and the respective rules and regulations there under; g) the goods are properly labeled as to material & component content as required by applicable Federal Trade Commission Trade Practice Rules, the Fair Labor Standards Act, the Federal Food, Drug and Cosmetics Act and similar laws, rules and regulations; h) all weights, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the goods are true and correct and conform and comply with all laws, rules, regulations, ordinances, codes and/or standards related to said goods of federal, state and local governments; i) the goods are not in violation of any other laws, ordinances, statutes, rules or regulations of the United States or any state or local government or any subdivision or agency thereof; and j) the goods meet or exceed industry standards. In addition to the other guarantees and warranties contained in this paragraph, the warranties of the Uniform Commercial Code are specifically incorporated herein. Nothing contained in this Purchase Order shall be deemed a waiver of warranties implied by law. These warranties are in addition to all other express warranties and shall run to the benefit of and shall create direct rights of enforcement and remedy to Sundance. Sundance's inspections and/or acceptance of an/or payment of goods and/or services shall not constitute a waiver by it of any warranties. Sundance's approval of any sample or acceptance of any goods and/or services shall not relieve Vendor from responsibility to deliver goods and to perform services conforming in all respects to the sample.

Inspection – Sundance shall be under no obligation to unpack or inspect the merchandise prior to resale. Vendor shall be responsible for the consequences of negligent merchandise design, manufacturing, warning and packing and for the consequences of negligent handling prior to the point where Sundance assumes ownership and risk of loss.

Patents & Property Rights / Indemnification - Sundance reserves the right at its option to return at the Vendor's expense and for full credit any goods and cancel any Purchase Order where a claim arises that the goods or the marketing of the goods infringes upon any alleged patent, design, trade name, trademark, copyright, right of privacy or any tangible or intangible personal property rights. Vendor agrees that upon Sundance's request, Vendor will defend, and in any event indemnify Sundance, and hold it harmless from any and all liability claims, suits, actions, losses or expense, including legal fees, relating to or arising by virtue of any such infringement claim now existing or hereafter asserted with respect to any or all goods covered by a Purchase Order.

Product Liability / Indemnification – Vendor will indemnify, defend and hold harmless Sundance and its affiliates from all claims, demands, lawsuits, losses, costs, liabilities, penalties, damages and expenses of every kind, arising out of or resulting from: a) defects in the design, manufacture, materials or workmanship of the goods sold to Sundance by Vendor; b) the negligent acts or omissions or the intentional misconduct of Vendor, Vendor's affiliates, Vendors independent or employed representatives, Vendor's suppliers, Vendor's contractors and/or Vendor's subcontractors in the design, manufacture or distribution of the goods sold to Sundance by Vendor; or c) the failure of vendor and/or Vendor's goods to comply with federal, state or local law. The minimum limits of insurance provided for in the Agreement do not operate as a limitation upon Vendor's duty to indemnify and hold harmless Sundance and its affiliates.

Remedies/Limitation – In no instance shall Sundance or its affiliates be liable to Vendor for any charges in excess of the actual Purchase Order cost less applicable discounts and/or other deductions and interest. Vendor shall be subject to violation charge with respect to any merchandise that was not ordered, is a Vendor substitution or is defective. For returned merchandise, Vendor shall pay Sundance the net price of all merchandise, including inbound and return freight, in accordance with these terms. At Sundance's election, such payment will be as a deduction against outstanding invoices. Vendor agrees to pay to Sundance all incidental and consequential damages suffered by Sundance for any goods returned by Sundance or for any goods not delivered by Vendor within terms of Purchase Order. All shipments must be received through the location designated on the Purchase Order. Failure to do so is a violation of the Purchase Order and subjects Vendor to cancellation of the Purchase Order at the option of Sundance.

Confidentiality – Vendor shall not, without first obtaining Sundance's written consent, disclose to any third party any information Sundance deems to be proprietary or confidential, including but not limited to details associated with any Purchase Order or product specifications or designs. And, Sundance shall not, without first obtaining Vendor's written consent, disclose to any third party any information Vendor deems to be proprietary or confidential, including but not limited to details associated with product specifications or designs and prints

Assignment – A Purchase Order and any right or obligation there under is not assignable or delegable by Vendor without prior written consent of Sundance. No invoices may be rendered by other than the named Vendor without Sundance's written consent.

Changes to Purchase Order – Sundance reserves the right, within reasonable notice, to make changes to a Purchase Order, including, without limitation, method of shipment or packing and dates, place and manner of delivery. If any such changes shall cause an increase or decrease in the cost or time required for performance of a Purchaser Order, an equitable adjustment shall be made on the contract cost and/or delivery schedule. Sundance must approve any claim by Vendor for such adjustment in writing before Vendor proceeds with such change. Cost increases shall not be binding on Sundance unless evidenced by a Purchase Order mutually signed by Sundance and Vendor. Vendor shall make no changes to a Purchase Order without Sundance's express prior written consent.

Pearl & Caviar**INVOICE**

TRG International LLC

INVOICE #:

574156

BILL TO:

SUNDANCE CATALOG
3865 W 2400 S
Salt Lake City, UT 84120
United States
Abby Doll

BRAND INFORMATION:

Contact: Ana Travé
info@pearlandcaviar.usmx.com

CUSTOMER ID:

SUNDANCE CATALOG

PO:

574156

PAYMENT TERMS:**VAT ID:****CARRIER:****SHIP TO:**

Sundance Catalog
2475 South 3200 West
Suite B
Salt Lake City, UT 84120
United States
marketing@sundance.net

STYLE	COLOR	UNITS	AMOUNT (US \$)
SZSP1094	ALONISSUS GREEN	248	30,752.00
ALONISSUS MAXI SKIRT			
MADE IN:		FA: Cotton	DEL. WINDOW: 01/01/2025 TO 01/31/2025

NOTES:

TOTAL UNITS	248
SUBTOTAL INCL. PRODUCT DISCOUNTS	30,752.00
DISCOUNT	0.00
TAX/VAT AMOUNT	(0.00%) 0.00
SHIPPING	0.00
TOTAL (USD)	30,752.00
LESS AMOUNT PAID	0.00
AMOUNT DUE	30,752.00

TERMS & CONDITIONS

All sales are subject to availability of merchandise and credit approval from TRG International LLC or its factor.

All goods shall be shipped at the customer's expense unless otherwise specified on this order or authorized by a Pearl & Caviar / TRG International LLC team representative.

Cancellations must be made via email to info@pearlandcaviar.usmx.com no less than 45 days before the start delivery period noted on this order to incur no penalty. If order is canceled less than 45 days from the start delivery period then a fee of 50% of the order will be charged.

No returns or swaps accepted without authorization from a TRG International LLC team representative.

Shipping fee will be added to the order before charged.

sundance

Purchase Order

July 15, 2024

PO #: 574156

Vendor #: 15484

PEARL & CAVIAR
19 SPINNAKER WAY
CORONADO, CA 92118

Email: info@pearlandcaviarumx.com

Phone: 619-952-3543

Fax: 000-000-0000

Ship To: SUNDANCE HOLDINGS GROUP LLC
2475 SOUTH 3200 WEST SUITE B
WEST VALLEY CITY, UT 84119

Remit Invoices to: accountspayable@sundance.net

In DC Date	Shipped Date	Cancel Date	Shipping Terms	Terms	Season	Offer	Buyer
2/10/2025	1/20/2025	1/24/2025		60	SPRING 2 2025	6EH	03

Refer to Sundance Vendor Guide for packing requirements.

THIS PO IS FOR SPRING 2025

PLEASE SIGN AND EMAIL BACK AS CONFIRMATION OF RECEIPT

**PO TO SHIP NO EARLIER THAN 1/20/25 AND NO LATER THAN

**1/24/25 TO MEET THE 2/10/25 IN DC DATE.

**PEARL&CAVIAR WILL BE RESPONSIBLE FOR EXPEDITED SHIPPING

**CHARGES, LATE FEES, POSSIBLE PO UNIT REDUCTION AND/OR PO

**CANCELLATION IF THE 2/10/25 IN DC DATE IS NOT MET.

Line	Vendor Item #	Description (or PANTONE)	Sundance SKU	Sundance Description	Cost	Qty	Extended Cost
1	S25P1094 XS/S GREEN	ALONISSOS MAXI SKIRT	113129-XS/S-MLT	ALONISSOS MAXI SKIRT	\$124.00	78	\$9,672.00
2	S25P1094 S/M GREEN	ALONISSOS MAXI SKIRT	113129-S/M-MLT	ALONISSOS MAXI SKIRT	\$124.00	94	\$11,656.00
3	S25P1094 M/L GREEN	ALONISSOS MAXI SKIRT	113129-M/L-MLT	ALONISSOS MAXI SKIRT	\$124.00	76	\$9,424.00
Total						248	\$30,752.00

Sundance Authorized Signature: _____

*Juliette Stryker*Date: 7/15/2024

Vendor Acknowledgement: _____

Ana Maria Trave

Date: 7/15/2024

By signing the acknowledgement above, you agree to the following terms and conditions:

Exhibit D - Standard Vendor Agreement

PURCHASE ORDER TERMS OF SALE - Sundance Resale Number Utah -- D60188

General Terms – The Purchase Order is not valid unless mutually signed by an authorized buyer or agent of Sundance and the Vendor. Vendor's commencement of work on the goods is subject to a valid Purchase Order and is limited to the terms of the Purchase Order.

Shipment of Merchandise - Time is of the essence on all Purchase Orders. Merchandise must be shipped according to dates specified on the P.O.. Vendor will notify Sundance immediately if goods specified in a Purchase Order or any part thereof cannot be shipped according to the specified dates. Vendor's failure to ship goods within the specified dates shall constitute default. At Sundance's option, in the event of shipment or receipt of less than the items ordered, or late shipment or shipment after the order has been canceled, Sundance may either reject the shipment or accept and pay for all or a portion of the items received, pro rata based on the unit price of the total items ordered. For late or short shipments, Sundance may also order a faster means of transportation, reducing the purchase order price by the difference between

total items ordered. For late or short shipments, Sundance may also order a faster means of transportation, reducing the purchase order price by the difference between (a) the estimated cost of standard shipping methods and (b) the actual cost of such other faster means of transportation as may then reasonably be chosen by Sundance for transportation of the merchandise so as to permit Sundance to maintain its merchandise schedule. In the event of early shipment, Vendor must receive prior written approval from an authorized Sundance party. It is understood and agreed that, for purposes of this section, each shipment of goods is to be considered separately, and Sundance's right to reject a late shipment shall not be affected by acceptance of prior late shipments from Vendor. Shipment of merchandise shall comply in all respects with Sundance's Vendor Guide, a copy of which has been supplied to the Vendor.

Warranties/Guarantees – Sundance may cancel the Purchase Order in whole or in part if any of the following are found: defect in workmanship or quality of the goods; incorrect packaging or labeling; breach of Vendor's warranties hereunder; delay in delivery; any other breach of Vendor's obligations, or if Vendor makes an unauthorized assignment.

Product Quality: Vendor warrants that all goods and/or services provided: a) shall be of quality workmanship and free from defects, concealed or apparent, in material or workmanship; b) shall conform to all specifications, performance standards, drawings, samples or descriptions provided by Vendor; c) shall be merchantable, suitable, sufficient and safe for purposes for which purchased or apparently intended; d) shall be free from any claim of any third party; e) the goods are not adulterated, misbranded, falsely labeled, advertised, or falsely invoiced within the meaning of any local, state or federal laws and amendments thereof now in force; f) the goods have been labeled, advertised and invoiced in accordance with the requirements (if applicable) of the Wool Products Labeling Act of 1939, the Fur Products Labeling Act and the Textile fiber Products Identification Act and all other governmental laws and the respective rules and regulations there under; g) the goods are properly labeled as to material & component content as required by applicable Federal Trade Commission Trade Practice Rules, the Fair Labor Standards Act, the Federal Food, Drug and Cosmetics Act and similar laws, rules and regulations; h) all weights, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the goods are true and correct and conform and comply with all laws, rules, regulations, ordinances, codes and/or standards related to said goods of federal, state and local governments; i) the goods are not in violation of any other laws, ordinances, statutes, rules or regulations of the United States or any state or local government or any subdivision or agency thereof; and j) the goods meet or exceed industry standards. In addition to the other guarantees and warranties contained in this paragraph, the warranties of the Uniform Commercial Code are specifically incorporated herein. Nothing contained in this Purchase Order shall be deemed a waiver of warranties implied by law. These warranties are in addition to all other express warranties and shall run to the benefit of and shall create direct rights of enforcement and remedy to Sundance. Sundance's inspections and/or acceptance of an/or payment of goods and/or services shall not constitute a waiver by it of any warranties. Sundance's approval of any sample or acceptance of any goods and/or services shall not relieve Vendor from responsibility to deliver goods and to perform services conforming in all respects to the sample.

Inspection – Sundance shall be under no obligation to unpack or inspect the merchandise prior to resale. Vendor shall be responsible for the consequences of negligent merchandise design, manufacturing, warning and packing and for the consequences of negligent handling prior to the point where Sundance assumes ownership and risk of loss.

Patents & Property Rights / Indemnification - Sundance reserves the right at its option to return at the Vendor's expense and for full credit any goods and cancel any Purchase Order where a claim arises that the goods or the marketing of the goods infringes upon any alleged patent, design, trade name, trademark, copyright, right of privacy or any tangible or intangible personal property rights. Vendor agrees that upon Sundance's request, Vendor will defend, and in any event indemnify Sundance, and hold it harmless from any and all liability claims, suits, actions, losses or expense, including legal fees, relating to or arising by virtue of any such infringement claim now existing or hereafter asserted with respect to any or all goods covered by a Purchase Order.

Product Liability / Indemnification – Vendor will indemnify, defend and hold harmless Sundance and its affiliates from all claims, demands, lawsuits, losses, costs, liabilities, penalties, damages and expenses of every kind, arising out of or resulting from: a) defects in the design, manufacture, materials or workmanship of the goods sold to Sundance by Vendor; b) the negligent acts or omissions or the intentional misconduct of Vendor, Vendor's affiliates, Vendors independent or employed representatives, Vendor's suppliers, Vendor's contractors and/or Vendor's subcontractors in the design, manufacture or distribution of the goods sold to Sundance by Vendor; or c) the failure of vendor and/or Vendor's goods to comply with federal, state or local law. The minimum limits of insurance provided for in the Agreement do not operate as a limitation upon Vendor's duty to indemnify and hold harmless Sundance and its affiliates.

Remedies/Limitation – In no instance shall Sundance or its affiliates be liable to Vendor for any charges in excess of the actual Purchase Order cost less applicable discounts and/or other deductions and interest. Vendor shall be subject to violation charge with respect to any merchandise that was not ordered, is a Vendor substitution or is defective. For returned merchandise, Vendor shall pay Sundance the net price of all merchandise, including inbound and return freight, in accordance with these terms. At Sundance's election, such payment will be as a deduction against outstanding invoices. Vendor agrees to pay to Sundance all incidental and consequential damages suffered by Sundance for any goods returned by Sundance or for any goods not delivered by Vendor within terms of Purchase Order. All shipments must be received through the location designated on the Purchase Order. Failure to do so is a violation of the Purchase Order and subjects Vendor to cancellation of the Purchase Order at the option of Sundance.

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Pearl & Caviar**INVOICE**

TRG International LLC

INVOICE #:

576718

BILL TO:

SUNDANCE CATALOG
3865 W 2400 S
Salt Lake City, UT 84120
United States
Abby Doll

BRAND INFORMATION:

Contact: Ana Travé
info@pearlandcaviar.usmx.com

CUSTOMER ID:

SUNDANCE CATALOG

PO:

576718

PAYMENT TERMS:

Net 60 (Pending Approval)

VAT ID:**CARRIER:****SHIP TO:**

Sundance Catalog
2475 South 3200 West
Suite B
Salt Lake City, UT 84120
United States
marketing@sundance.net

STYLE	COLOR	UNITS	AMOUNT (USD)
S25P1079	SPETSES,BLUE	259	44,548.0000
SPETSES MAXI DRESS			
MADE IN:		FAB: Cotton	
		DEL. WINDOW: (01/01/2025 TO 05/30/2025)	

NOTES:

Please issue check to : TRG International LLC

TOTAL UNITS	259
SUBTOTAL INCL. PRODUCT DISCOUNTS	44,548.00
DISCOUNT	0.00
TAX/VAT AMOUNT	(0.00%) 0.00
SHIPPING	0.00
TOTAL (USD)	44,548.00
LESS AMOUNT PAID	0.00
AMOUNT DUE	44,548.00

TERMS & CONDITIONS

All sales are subject to availability of merchandise and credit approval from TRG International LLC or its factor.

All goods shall be shipped at the customer's expense unless otherwise specified on this order or authorized by a Pearl & Caviar / TRG International LLC team representative.

Cancellations must be made via email to info@pearlandcaviar.usmx.com no less than 45 days before the start delivery period noted on this order to not incur penalty. If order is canceled less than 45 days from the start delivery period then a fee of 50% of the order will be charged.

No returns or swaps accepted without authorization from a TRG International LLC team representative.

Shipping fee will be added to the order before charged.

Vendor Sundance Holdings Group LLC Purchase Order
15484

PO# Re
576718 1
Page 1 of 1

To:
PEARL & CAVIAR
19 SPINNAKER WAY

Ship To:
SUNDANCE HOLDINGS GROUP LLC
2475 SOUTH 3200 WEST SUITE B

CORONADO CA 92118
USA UNITED STATES OF AMERICA
ANA TRAVE
000-000-0000 Ext

WEST VALLEY CITY UT 84119
USA UNITED STATES OF AMERICA
FASHION

<u>Order Date</u>	<u>Terms</u>	<u>Ship Date</u>	<u>Cancel Date</u>	<u>Offer</u>
11/22/24	NET 60/ROG	4/10/25	4/16/25	6JH

<u>Ship Via</u>	<u>Shipping Instructions</u>	<u>Tax Exempt #</u>
1 SEE ROUTING GUIDE		

VENDOR'S SHIPMENT UNDER THIS PO WILL CONSTITUTE CONFIRMATION OF VENDOR'S AGREEMENT WITH THE TERMS OF THE SUNDANCE CATALOG ROUTING GUIDE.

THIS PO IS FOR SUMMER 2025
PLEASE SIGN AND EMAIL BACK AS CONFIRMATION OF RECEIPT
**PO TO SHIP NO EARLIER THAN 4/10/25 AND NO LATER THAN
**4/16/25 TO MEET THE 4/30/25 IN DC DATE.
**PEARL & CAVIAR WILL BE RESPONSIBLE FOR EXPEDITED SHIPPING
**CHARGES, LATE FEES, POSSIBLE PO UNIT REDUCTION AND/OR PO
**CANCELLATION IF THE 4/30/25 IN DC DATE IS NOT MET.

<u>Qty</u>	<u>Sundance Item/Desc</u>	<u>Size/Color</u>	<u>Vendor Style #</u>	<u>Cost/Ext</u>
61	113995 NELIAH MAXI DRESS	XS/S BLUE	S25P1251 XS/S BLUE SPETSES MA	172.0000 10,492.0000
132	113995 NELIAH MAXI DRESS	S/M BLUE	S25P1251 S/M BLUE SPETSES MA	172.0000 22,704.0000
66	113995 NELIAH MAXI DRESS	M/L BLUE	S25P1251 M/L BLUE SPETSES MA	172.0000 11,352.0000



Vendor Acknowledgement

11/22/2024

Date

Total Units: 259
Total \$: 44,548.0000

Cheri Peterson
Authorized Agent

PROOF OF DELIVERY Of GOODS BY UPS

Subject: Your Packages Have Been Delivered

Date: Friday, 17 January 2025, 9:16:39 Pacific Standard Time

From: UPS

To: Ana Travé



Hi Ana Trave,

10 packages have been delivered.

Delivered

Friday 01/17/2025

From TRG INTERNATIONAL LLC

Ship to SUNDANCE HOLDINGS GROUP LLC

Reference Number: 574156 MAXISKIRT XS

1ZR916R80394527631

10:11 AM

From TRG INTERNATIONAL LLC

Ship to SUNDANCE HOLDINGS GROUP LLC

Reference Number: 574156 MAXISKIRT XS

1ZR916R80392749440

10:11 AM

From TRG INTERNATIONAL LLC

Ship to SUNDANCE HOLDINGS GROUP LLC

Reference Number: CARTON 1/3 PO 574155

1ZR916R80396622239

10:11 AM

+ 7 more

See Your Shipments ›

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Please do not reply to this email.

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Subject: Your Packages Have Been Delivered

Date: Thursday, 10 April 2025, 9:01:46 Pacific Daylight Time

From: UPS

To: Ana Travé



Hi Ana Trave,

7 packages have been delivered.

Delivered

Thursday 04/10/2025

From TRG INTERNATIONAL LLC

Ship to SUNDANCE HOLDINGS GROUP LLC

Reference Number: BOX 1 OF 9

1ZR916R80397103897

9:52 AM

From TRG INTERNATIONAL LLC

Ship to SUNDANCE HOLDINGS GROUP LLC

Reference Number: BOX 1 OF 9

1ZR916R80399713475

9:52 AM

From TRG INTERNATIONAL LLC

Ship to SUNDANCE HOLDINGS GROUP LLC

Reference Number: BOX 1 OF 9

1ZR916R80398368289

9:52 AM

+ 4 more

See Your Shipments ›

From: Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Date: Tuesday, 10 June 2025, 10:00
To: Ana Travé <info@pearlandcaviar.usmx.com>
Cc: Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: RE: Invoices Needed - Pearl & Caviar

Nothing has changed and as of now, all vendor payments are frozen and nothing is being released.

I am very sorry for this message.

From: Ana Travé <info@pearlandcaviar.usmx.com>
Sent: Tuesday, June 10, 2025 9:59 AM
To: Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Cc: Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: Re: Invoices Needed - Pearl & Caviar
Importance: High

Hi Keneth, how are you?

Any news on payment for invoices 574155 and 574156, issued on ,January 2025 for the amount of **\$30,752.00 and \$14,049** which were due on **March 20 2025**. As of today, the invoices remain unpaid.

In addition to this, payment for Invoice **576718 for 44,548**, is due today since it was delivered by 4/10/2025.

The total amount of these 4 invoices adds up to: **89,349.00 USD**.

Please let us know the status on these payments.

Thank you.

Ana Travé Yvern
Pearl & Caviar / Trg Intl LLC
Official Distributor US - MEX
T +1 (619) 952 35 43
IG: @pearlandcaviar.usmx



From: Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Date: Thursday, 22 May 2025, 8:58
To: Ana Travé <info@pearlandcaviarumx.com>
Cc: Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: RE: Invoices Needed - Pearl & Caviar

There is a possibility of that happening. The inventory you shipped belongs to Sundance and its subject to our bank liens, thus no inventory can be returned.

I apologize

From: Ana Travé <info@pearlandcaviarumx.com>
Sent: Thursday, May 22, 2025 9:15 AM
To: Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Cc: Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: Re: Invoices Needed - Pearl & Caviar

So you are saying that there is a possibility that Sundance may never pay?

If they don't pay what happens with the goods?

Can they be returned?

BR

Ana Travé
Pearl & Caviar / TRG Intl LLC
Distributor US - Mexico
IG: pearlandcaviar.usmex
E: info@pearlandcaviarumx.com

On May 21, 2025, at 8:32 PM, Kenneth Ragland <kenneth.ragland@sundanceliving.com> wrote:

If Sundance is not able to pay, then there will be no solution.

Kenneth Ragland
Sent from my iPhone

On May 21, 2025, at 21:09, Ana Travé <info@pearlandcaviar.usmx.com> wrote:

Hi Kenneth, thanks for your quick reply.

What do you mean you are not paying vendors anymore?

If Sundance isn't paying, who will?

Ana Travé
Pearl & Caviar / TRG Intl LLC
Distributor US - Mexico
IG: pearlandcaviar.usmex
E: info@pearlandcaviar.usmx.com

On May 21, 2025, at 6:42 PM, Kenneth Ragland <kenneth.ragland@sundanceliving.com> wrote:

Dear Ana

I am truly understanding of how impactful our inability to make payments is to your company. Unfortunately, we are not paying vendors any longer and I have no idea when we may be able to commence vendor payments. As much as I would like to help, we are simply unable to make any commitments, including partial payments.

My apologies.

From: Ana Travé <info@pearlandcaviarumx.com>
Sent: Wednesday, May 21, 2025 7:13 PM
To: Kenneth Ragland <kenneth.ragland@sundanceliving.com>; Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: Re: Invoices Needed - Pearl & Caviar
Importance: High

Hi Keneth,

I hope this message finds you well.

I am writing to follow up on invoices 574155 and 574156, issued on ,January 2025 for the amount of **\$30,752.00 and \$14,049** which were due on **March 20 2025**. As of today, the invoices remain unpaid.

Kindly confirm the status of this payment and advise if any issues are preventing its processing. If the issue is still lack of finance, we can offer a payment plan when you can pay final balance in 3 installments of 14,873.66

My company is the sole distributor for Pearl & Caviar, not the manufacturer this means I had to pay the goods , shipping and tax and duties to be able to fulfill and do my part towards Sundance Inc. I had no financing from the Brand and my business is really in need of this payment.

My profit and cash flow for the next season depends on this and the following due in May 2025 for invoice 576718.

I kindly ask to consider paying soon or take my offer of the payment plan.

Please don't hesitate to reach out with any questions or concerns.

Thank you for your prompt attention to this matter.

Best regards,

Ana Travé Yvern
Pearl & Caviar / Trg Intl LLC
Official Distributor US - MEX

T +1 (619) 952 35 43
IG: @pearlandcaviar.usmx

From: Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Date: Thursday, 8 May 2025, 9:46
To: Ana Travé <info@pearlandcaviar.usmx.com>, Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: RE: Invoices Needed - Pearl & Caviar

The new financing has not taken place and I do not have an estimate of when a payment can be released.

From: Ana Travé <info@pearlandcaviar.usmx.com>
Sent: Thursday, May 8, 2025 10:44 AM
To: Kenneth Ragland <kenneth.ragland@sundanceliving.com>; Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: Re: Invoices Needed - Pearl & Caviar

Hi Kenneth, how are you?
Any news on the payment for POs 574155 and 574156?
Please let me know.

Thanks

Ana Travé Yvern
Pearl & Caviar / Trg Intl LLC
Official Distributor US - MEX
T +1 (619) 952 35 43
IG: @pearlandcaviar.usmx

<image001.jpg>

From: Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Date: Wednesday, 9 April 2025, 7:57

To: Melanie Jensen <melanie.jensen@sundanceliving.com>, Ana Travé
<info@pearlandcaviarismx.com>
Subject: RE: Invoices Needed - Pearl & Caviar

Dear Ana:

I am sorry we are behind and it is not our intention to fall behind. I am working on new bank financing and hope to have things finalized by end of the month, at which point, we expect to be able to start flowing funds.

Kenneth Ragland | Chief Operating and Financial Officer | Sundance Holdings Group, L.L.C.
(801) 975-5231 Office | 385-246-6653 Mobile | kenneth.ragland@sundanceliving.com www.sundanceliving.com
<image002.png>

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<image005.jpg>

Please consider the environment before printing this e-mail

"Please note my new email address"

From: Melanie Jensen <melanie.jensen@sundanceliving.com>
Sent: Wednesday, April 9, 2025 8:36 AM
To: Ana Travé <info@pearlandcaviarismx.com>; Brittany Gerny <brittany.gerny@sundanceliving.com>;
Kenneth Ragland <kenneth.ragland@sundanceliving.com>
Cc: Stormy Sparlin <stormy.sparlin@sundanceliving.com>
Subject: RE: Invoices Needed - Pearl & Caviar

Hi Ana,

I apologize for the delay in payment.

Please understand our CFO/COO Kenneth Ragland is the only person who is approving and releasing payments at this time, and I have added him to this email for visibility.

Please be assured, we will send a payment as quickly as possible.

Thank you,

Melanie Jensen | Senior Accounts Payable Specialist | Sundance Holdings Group, L.L.C.
801-887-9606 Office | Fax | melanie.jensen@sundanceliving.com www.sundanceliving.com

From: Ana Travé <info@pearlandcaviar.usmx.com>
Sent: Tuesday, April 8, 2025 3:07 PM
To: Brittany Gerny <Brittany.Gerny@sundance.net>
Cc: Melanie Jensen <melanie.jensen@sundanceliving.com>; Stormy Sparlin <stormy.sparlin@sundanceliving.com>; Bianca Chadwick <Bianca.Chadwick@sundance.net>
Subject: Re: Invoices Needed - Pearl & Caviar

Hi Brittany!

Ok thanks, because its already passed the due date.
Thank you 🙏

Ana Travé
Pearl & Caviar / TRG Intl LLC
Distributor US - Mexico
IG: [pearlandcaviar.usmex](https://www.instagram.com/pearlandcaviar.usmex)
E: info@pearlandcaviar.usmx.com

On Apr 8, 2025, at 1:03 PM, Brittany Gerny <Brittany.Gerny@sundance.net> wrote:

Hi Ana,

I am working with the team to get you an update on the status of payment. I will let you know as soon as I have concrete information to share, will most likely be EOW or beginning of next..

Stay tuned and thank you for your patience!

Adding @Stormy Sparlin for awareness.

Best,
Brittany

Brittany Gerny | Buyer, Market Apparel | Sundance Holdings Group, L.L.C.

801-887-9607 Office | Fax | brittany.gerny@sundanceliving.com www.sundanceliving.com

<image002.png>

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Please consider the environment before printing this e-mail

"Please note my new email address"

From: Ana Travé <info@pearlandcaviar.usmx.com>
Sent: Tuesday, April 8, 2025 1:54 PM
To: Melanie Jensen <melanie.jensen@sundanceliving.com>
Cc: Brittany Gerny <Brittany.Gerny@Sundance.net>; Bianca Chadwick
<Bianca.Chadwick@Sundance.net>
Subject: FW: Invoices Needed - Pearl & Caviar

Any follow up on this..

Thanks!

From: Ana Travé <info@pearlandcaviar.usmx.com>
Date: Friday, 4 April 2025, 14:28
To: Melanie Jensen <melanie.jensen@sundanceliving.com>
Subject: Re: Invoices Needed - Pearl & Caviar

Hi Melanie, how are you?

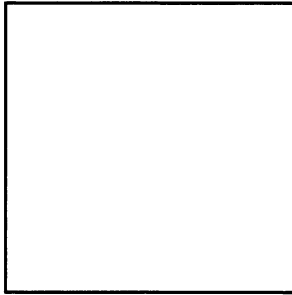
We haven't received the check for these invoices 574155 and 574156.

Could you let us know when you sent out the checks?

Let us know.

Thanks!

Ana Travé Yvern
Pearl & Caviar / Trg Intl LLC
Official Distributor US - MEX
T +1 (619) 952 35 43
IG: @pearlandcaviar.usmx



From: Melanie Jensen <melanie.jensen@sundanceliving.com>

Date: Friday, 28 February 2025, 12:24

To: Ana Travé <info@pearlandcaviarumx.com>

Subject: RE: Invoices Needed - Pearl & Caviar

Hi Ana,

Happy Friday!

I can confirm both invoices are scheduled to be paid 03/25/25.

Thank you,

Melanie Jensen | Senior Accounts Payable Specialist | Sundance Holdings Group, L.L.C.
801-887-9606 Office | Fax | melanie.jensen@sundanceliving.com www.sundanceliving.com

Melanie Jensen | Senior Accounts Payable Specialist | Sundance Holdings Group, L.L.C.
801-887-9606 Office | Fax | melanie.jensen@sundanceliving.com www.sundanceliving.com

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Please consider the environment before printing this e-mail

"Please note my new email address"

From: Ana Travé <info@pearlandcaviarumx.com>

Sent: Monday, February 24, 2025 9:31 AM

To: Melanie Jensen <melanie.jensen@sundanceliving.com>

Subject: Re: Invoices Needed - Pearl & Caviar

Hi Melanie, how are you?

Do you know when is the payment or check scheduled for POs 574155 and 574156?

Thank you!

Ana Travé
Pearl & Caviar / TRG Intl LLC
Distributor US - Mexico
IG: [pearlandcaviar.usmex](https://www.instagram.com/pearlandcaviar.usmex)
E: info@pearlandcaviar.usmex.com

On Feb 2, 2025, at 9:19 AM, Ana Travé <info@pearlandcaviar.usmex.com> wrote:

Hi Melanie, I hope you are having a fine weekend.

Please find attached requested invoices.

Please when you send check make it payable to TRG International LLC or Ana Travé Yvern.

Thank you!

Ana Travé Yvern
Pearl & Caviar / Trg Intl LLC
Official Distributor US - MEX
T +1 (619) 952 35 43
IG: [@pearlandcaviar.usmex](https://www.instagram.com/pearlandcaviar.usmex)

From: Melanie Jensen <melanie.jensen@sundanceliving.com>

Date: Saturday, 1 February 2025, 19:38

To: Ana Travé <info@pearlandcaviarusmx.com>

Subject: Invoices Needed - Pearl & Caviar

Hello,

I hope this email finds you well!

I am emailing as we are in need of the invoices for the following PO's:

574155

574156

Please send at your earliest convenience.

Thank you,

sun dance

Home All Items Crop Top

Home

Bottoms

Dresses

Petties

Seasonal Apparel

Shoes & Accessories

Jewelry

Home

Final Few

LOGIN

FIND A STORE

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Alonissos Crop Top

113126 ~~\$47.97~~ **\$47.97** Save 50%

[Write a Review](#)

COLOR: Multi

SIZE: M/L

M/L

S/M

S2/S

[Size Chart](#)

PERSONALIZATION

1

ADD TO CART

Out Stock - Usually Ships within 1-2 days

Top of 2 items! Low price worth of \$23.99 with shop **SHORTS**

Product Details

This Grecian-style crop top has the most flattering silhouette with square neckline, hand-woven mesh, adjustable button straps and open ruffled elastic back. Pair it with the Alonissos Maxi Skirt for the perfect ensemble. Cotton. Machine wash. Imported. Sizes XS/S (0-6), SM/M (6-10), M/L (14). Approx. 15.75"

All Sales Final

Reviews

Review this Product

☆

☆

☆

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☆

Be the first to review this product

You may also like



NELLIAH MAXI DRESS

~~\$297.00~~ **\$47.97**

XS/S / Blue / 113095

ADD TO CART



IYELLA DRESS

~~\$59.99~~ **\$19.99**

XS / Black / 113083

ADD TO CART



SALINA DRESS

~~\$20.97~~ **\$9.99**

2 / Citron / 113408

ADD TO CART



GARDEN SUNSET DRESS

~~\$198.00~~ **\$9.99**

2 / Pink Multi / 113120

ADD TO CART



ALONISSOS MAXI SKIRT

~~\$129.00~~ **\$47.97**

M/L / Multi / 113129

ADD TO CART

Recently viewed products



NELLIAH MAXI DRESS

★★★★★ (2)

~~\$297.00~~ **\$47.97**



ALONISSOS MAXI SKIRT

(0)

~~\$129.00~~ **\$47.97**

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Jewelry • Home • Final few

Home • Alonissos Maxi Skirt



Alonissos Maxi Skirt
113128 \$123.98 SALE

VIEW A REVIEW

COLOR: Multi

SIZE: XS, S, M, L, XL, 2X

PERSONALIZATION

1 ADD TO CART

IN Stock - Usually ships within 1-2 days

*See U.S. Standard Free Rate Chart: \$21.00 to \$149.99 SHIPPING

Product Details

This Grecian-style skirt exudes effortless style and the most flattering silhouette with flowing tiers, hand-woven motifs, and smocked elastic waistband. Pair it with the Alonissos Top for the perfect ensemble. Cotton. Machine wash. Imported. Sizes XS/S (0-4), SM (4-10), MS (10-14), Approx. 41" L.






All Sales Final

Reviews

Review this Product

Be the first to review this product

You may also like

				
ALONISSOS CROP TOP \$47.97 <small>SALE</small>	ROMANCE GARDEN SKIRT \$117.98 <small>SALE</small>	HORSESHOE WRAP BELT II \$22.97 <small>SALE</small>	ITHACA SKIRT \$108.98 <small>SALE</small>	PRETORIA SKIRT \$64.97 <small>SALE</small>
MA / Multi / 113128	XS / Pearl / 113777	S / Saddle / 113916	XS/L / Chambray / 115	XS / Green / 108788
ADD TO CART	ADD TO CART	ADD TO CART	ADD TO CART	ADD TO CART

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PEARL & LAVENDER
NELIAH MAXI DRESS
★★★★★ (2)
\$217.98

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U.S. Bankruptcy Court
District of Delaware
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Wilmington, DE 19801

1. *Introduction*
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